

# **GLOBAL TENDER DOCUMENT**

**FOR SUPPLY, INSTALLATION, TESTING &  
COMMISSIONING OF**

**OF**

**REAGENT DISPENSER**

**Tender No: HLL/MFG/PUR/R.DISPENSER/1/2014-15**

**BY**



**HLL Lifecare Limited**  
**(A Government of India Enterprise)**  
**Plot No. 71, Sector – 7, IMT, Manesar, Gurgaon**  
**Haryana, PIN-122050(India)**  
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**HLL Lifecare Limited  
Plot. No. 71, Sector – 7, IMT,  
MANESAR, GURGAON  
HARYANA, PIN-122050**

**TENDER ENQUIRY NO: HLL/MFG/PUR/R.DISPENSER/1/2014-15**

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**HLL LIFECARE LIMITED**  
**(A Government of India Enterprise)**  
**Gurgaon, Haryana, PIN- 122050**

**I. NOTICE INVITING TENDER**

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1. Date : **28.12.2014**
2. Tender Enquiry No. : **HLL/MFG/PUR/R.DISPENSER/1/2014-15**
3. The Bid is intended to supply, installation, testing and commissioning of Reagent Dispenser as per specification in Schedule-A.
4. The Bid comprises of two parts:
  - a. **Technical Bid**
  - b. **Price Bid**
5. a. The Technical Bid must be accompanied by EMD/ Bid Security of equivalent of INR 80,000 in the form of a banker' cheque / bank guarantee / crossed Account Payee of a Demand Draft drawn in favor of M/s. HLL LIFECARE LIMITED, payable at GURGAON.  
b. MSE Units are registered with NSIC are exempted from payment of Bid Security (EMD) and other benefits as applicable, but authenticated copy of the valid NSIC certificate for the tendered item(s) should be submitted along with Technical bid of the tender to qualify for such exemption.
6. **EARNEST MONEY DEPOSIT / BID SECURITY**
  - a. The Bidder shall furnish, as part of its Bid, the Bid Security as indicated in a separate single sealed envelope along with Technical bid and shall be marked as 'EMD / Bid Security to Tender Document for \_\_\_\_\_ (item name).
  - b. The Bid Security shall be kept minimum 165 days from the closing date of bid submission.
7. **Bid Submission:**

Both the bids - Technical along with the Bid Security/EMD and Price bid shall be submitted in sealed covers separately. Bids shall be super-scribed with **TENDER ENQUIRYNO. : HLL/MFG/PUR/R.DISPENSER/1/2014-15**, Technical Bid and Price Bid on the respective covers in order to clearly identify between the two bids. The two separately marked bids shall be placed in a single sealed cover with respective mentioning Tender No. thereon, complete in all respect, addressed to **the Unit Chief, HLL LIFECARE LIMITED, Plot No. 71, Sector - 7, IMT Manesar, Gurgaon, Haryana, PIN-122050**. The completed bid should reach us on the due date and time mentioned in the Tender Notification. HLL shall not be responsible for any delay, if any, in the delivery of the bidding document or non-receipt of the same.

**HLL LIFECARE LIMITED**  
**(A Government of India Enterprise)**  
**Gurgaon, Haryana, PIN- 122050**

**TENDER ENQUIRY NO: HLL/MFG/PUR/R.DISPENSER/1/2014-15**

**I. NOTICE INVITING TENDER**

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8. a. Pre bid meeting (IST) at Manesar, Gurgaon : 06.01.2014; IST 11:00 A.M  
b. The last date of receipt of Techno- Commercial Bid: 27.01.2015; IST 3.00 P.M  
c. Date of Opening of Technical Bid : 27.01.2015; IST 3.30 P.M

9. In the event of the date mentioning above being declared subsequently as holiday for the purchase's office, the above due date for submission and opening of bids will be the next working day at the same venue and time.

10. Bids received after the deadline for the submission shall not be considered.

11. The bidder is expected to examine all specifications, instructions, Forms, terms and conditions given in the Bidding documents. Failure to furnish all information required in the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of the bid.

12. Certificate / Declaration as given in the Schedule-I stating that **all terms and conditions** of this tender is acceptable should accompany the tender failing which the tender is likely to be summarily rejected.

13. The Price bid of those tenderer who qualify in the Technical Bid only will be opened. The date and time of opening of price bid will be intimated separately. The price bids of the tenderers who do not qualify shall be returned unopened.

**Unit Chief,**  
**HLL Lifecare Limited**  
**Plot. No. 71, Sector - 7, IMT,**  
**MANESAR, GURGAON**  
**HARYANA, PIN -122050**  
**PHONE: 0124-4030949**  
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**Gurgaon, Haryana, PIN- 122050**

**TENDER ENQUIRY NO: HLL/MFG/PUR/R.DISPENSER/1/2014-15**

**II. GENERAL INSTRUCTIONS TO THE BIDDERS**

**1. Date : 28.12.2014**

**2. Tender Enquiry No. : HLL/MFG/PUR/R.DISPENSER/1/2014-15**

**3. Definitions and Abbreviations**

3.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

**3.2. Definitions:**

(i) “Purchaser” means the organization purchasing goods and services as incorporated in the Tender Enquiry document.

(ii) “Tender” means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.

(iii) “Tenderer” means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender

(iii) “Supplier” means the individual or the firm supplying the goods and services as incorporated in the contract.

(iv) “Goods” means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant etc. which the supplier is required to supply to the purchaser under the contract.

(v) “Services” means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.

(vi) “Earnest Money Deposit” (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.

(vii) “Contract” means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.

(viii) “Performance Security” means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.

(ix) “Consignee” means the Hospital/Institute/Medical College/ person to whom the goods are required to be delivered as specified in the Contract.

(x) “Specification” means the document/standard that prescribes the requirement with which goods or service has to conform.

(xi) “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.

(xii) “Day” means calendar day.

### 3.3 Abbreviations:

- (i) "T E Document" means Tender Enquiry Document
- (ii) "NIT" means Notice Inviting Tenders.
- (iii) "DGS&D" means Directorate General of Supplies and Disposals
- (iv) "NSIC" means National Small Industries Corporation
- (v) "PSU" means Public Sector Undertaking
- (vi) "CPSU" means Central Public Sector Undertaking
- (vii) "LSI" means Large Scale Industry
- (viii) "SSI" means Small Scale Industry
- (ix) "LC" means Letter of Credit
- (x) "DP" means Delivery Period
- (xi) "BG" means Bank Guarantee
- (xii) "ED" means Excise Duty
- (xiii) "CD" means Custom Duty
- (xiv) "VAT" means Value Added Tax
- (xv) "CENVAT" means Central Value Added Tax
- (xvi) "CST" means Central Sales Tax
- (xvii) "RR" means Railway Receipt
- (xviii) "BL" means Bill of Lading
- (xix) "FOB" means Free on Board
- (xx) "FCA" means Free Carrier
- (xxi) "FOR" means Free On Rail
- (xxii) "CIF" means Cost, Insurance and Freight
- (xxiii) "CIP (Destinations)" means Carriage and Insurance Paid up to named port of destination. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
- (xxiv) "DDP" means Delivery Duty Paid named place of destination (consignee site)
- (xxv) "INCOTERMS" means International Commercial Terms as on the date of Tender Opening
- (xxvi) "Dte. GHS" / DGHS means Directorate General and Health Services,
- (xxvii) "CMC" means Comprehensive maintenance Contract (labour, spare and preventive maintenance)

4. The Bid is intended to supply, installation, testing and commissioning of Reagent Dispenser as per specification in Schedule-A.

5. The Bid comprises of two parts, hence two bid system :

**a. Technical Bid**

**b. Price Bid**

### 5. Language of Tender

5.1 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written in the English language, unless otherwise specified in the Tender Enquiry. However, the language of

any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

## **5. Eligible Tenderers**

5.1 This invitation for tenders is open to all suppliers who fulfil the eligibility criteria specified in these documents.

## **6. Eligible Goods and Services**

6.1 All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

## **7. Tendering Expense**

7.1 The tenderer shall bear all costs and expenditure incurred and/or to be incurred in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

## **8. Amendments to TE documents**

8.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.

8.2 Such amendment(s) will be notified in our company website. The bidders are advised to refer our company website for regular updates / amendments.

8.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

9. **Schedules / Time:** Tender Enquiry refers to IST (Indian Standard Time).

## **10. Clarification of TE documents**

10.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing. The purchaser will respond in writing to such request provided the same is received by the purchaser not later than seven days prior to the prescribed date of submission of tender.

## **11. Tender Filing**

11.1 All pages of the Tender should be page numbered and indexed.

11.2 It is the responsibility of tenderer to go through the TE document to ensure furnishing all Required documents in addition to above, if any.

11.3 The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initialled all the remaining pages of the tender.

11.4 A tender, which does not fulfil any of the above requirements and/or gives evasive Information /reply against any such requirement, shall be liable to be ignored and rejected.

11.5 The bid submitted electronically through e mail, fax, scanned or in any other electronic form shall not be accepted.

## **12. Tender currencies**

The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees. However, foreign tenderers shall quote in currency US Dollars.

## **13. Indian Agent**

13.1 If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, shall also furnish the following information:

- a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
- b) The details of the services to be rendered by the agent for the subject requirement.
- c) Details of Service outlets in India, nearest to the purchaser to render services during Warranty and CMC period.

## **14. Documents Establishing Tenderer's Eligibility and Qualifications**

14.1 The tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.

14.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:

- a) the tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria in these documents.
- c) in case the tenderer is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

## **15. Documents establishing Goods Conformity to TE document.**

15.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.

15.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.

15.3 If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.



## **16. Earnest Money Deposit (EMD)**

16.1 The tenderer shall furnish along with its tender, earnest money for amount INR 80,000 OR Equivalent Currencies. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 16.7 below.

16.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificate such as "to customers' specification" etc. will not be acceptable for exemption from furnishing of earnest money. In case the tenderer falls in these categories, it should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be).

16.3 The earnest money shall be denominated in Indian Rupees or equivalent currencies. The earnest money shall be furnished in one of the following forms:

- i) Account Payee Demand Draft
- ii) Banker's cheque and
- iii) Bank Guarantee

16.4 The demand draft or banker's cheque shall be drawn on any commercial bank in India or country of the tenderer, in favour of HLL LIFECARE LIMITED PAYABLE AT NEW DELHI. In case of bank guarantee, the same is to be provided from any commercial bank in India or country of the tenderer as per the specified format.

16.5 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender is 120 days, the EMD shall be valid for 165 days from Technical Bid opening date.

16.6 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.

16.7 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser.

The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

16.8 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back to-back counter guarantee.

## **17 Tender Validity**

17.1 The tender shall remain valid for acceptance for a period of 120 days (One hundred and twenty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

17.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who

agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, however, may not agree to extend its tender validity without forfeiting its EMD.

17.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

## **18. Opening of Tenders**

18.1 The purchaser will open the tenders at the specified date and time and at the specified place as indicated in the NIT.

In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.

18.2 Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the corresponding tenderers.

The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.

18.3 Two BID Tender system as mentioned above will be as follows. The Technical Bids are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Technical Bid opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Financial Bids, of only Techno – Commercially (Technical Bid) acceptable offers (as decided in the first stage), shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bids. The prices, special discount if any of the goods offered etc., as deemed fit by tender opening official(s) will be read out.

## **19 Scrutiny And Evaluation Of Tenders**

### **19. Basic Principle**

19.1 Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

### **20. Preliminary Scrutiny of Tenders**

20.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.

20.2 Prior to the detailed evaluation of Financial Bids, the Purchaser will determine the substantial responsiveness of each Tender to the TE Document. For purposes of these clauses, a

substantially responsive Tender is one, which conforms to all the terms and conditions of the TE Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security , Warranty EMD , Taxes & Duties, Force Majeure and Applicable law will be deemed to be a material deviation. The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

20.3 If a Tender is not substantially responsive, it will be rejected by the Purchaser and cannot subsequently be made responsive by the Tenderer by correction of the nonconformity.

20.4 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.

20.5 The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;

(i) Tender form as per Section IV (signed and stamped) not enclosed

(ii) Tender is unsigned.

(iii) Tender validity is shorter than the required period.

(iv) Required EMD (Amount, validity etc.) / EMD exemption documents have not been provided.

(v) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section VII.

(vi) Tenderer has not agreed to give the required performance security.

(vii) Goods offered are not meeting the tender enquiry specification.

(viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.

(ix) Poor/ unsatisfactory past performance.

(x) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.

(xi) Tenderer is not eligible

## **21. Minor Infirmary/Irregularity/Non-Conformity**

21.1 If during the preliminary examination, the purchaser find any minor informality and/or irregularity and /or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer by registered/speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

## **22 Discrepancies in Prices**

22.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

22.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

22.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail as above.

22.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored

### **23 Eligibility / Qualification Criteria**

23.1 Tenders of the tenderers, who do not meet the required eligibility / Qualification Criteria prescribed will be treated as non - responsive and will not be considered further.

The comparison of the responsive tenders shall be carried out on Delivery Duty Paid (DDP) consignee site basis.

### **24 Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders**

The purchaser's evaluation of a tender will include and take into account the following:

i) In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, Customs Duties, Service Tax, Works Contract Tax etc which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and

ii) in the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.

### **25. Tenderer's capability to perform the contract**

25.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily.

25.2 The above-mentioned determination will, interalia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser.

### **26. Contacting the Purchaser**

26.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing / email.

26.2 In case a tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

## **Award Of Contract**

### **27 Purchaser's Right to accept any tender and to reject any or all tenders**

27.1 The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

### **28. Award Criteria**

28.1 The contract will be awarded to the evaluated responsive tenderer decided by the purchaser.

### **29. Variation of Quantities at the Time of Award/ During the Currency of Contract**

29.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease the quantity of goods and services mentioned in the "List of Requirements" without any change in the unit price and other terms & conditions quoted by the tenderer.

### **30. Notification of Award**

30.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by e mail/ registered / speed post or by fax/ telex/cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required performance security within thirty days from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided .

30.2 The Notification of Award shall constitute the conclusion of the Contract.

### **31. Issue of Contract (if required)**

31.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form (as per Section V & VI) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.

31.2 Within twenty one days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser/Consignee by registered / speed post.

### **32. Non-receipt of Performance Security and Contract by the Purchaser**

32.1 Failure of the successful tenderer in providing performance security and / or returning contract copy duly signed in terms of GIT clauses 30 and 31 above shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the purchaser against it as per Termination of default.

### **33. Return of E M D**

33.1 The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest.

### **34. Corrupt or Fraudulent Practices**

34.1 It is required by all concerned namely the Consignee/Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

**HLL Lifecare Limited  
Plot. No. 71, Sector – 7, IMT,  
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HARYANA, PIN-122050**

**Schedule- A Page 1 of 3**

**TENDER ENQUIRY NO: HLL/MFG/PUR/R.DISPENSER/1/2014-15**

**Schedule Requirements: To Supply, Installation, Testing & Commissioning Of Reagent Dispenser As Under:**

<b>S.No.</b>	<b>Items Name</b>	<b>Quantity</b>
<b>1.</b>	REAGENT DISPENSER <u>NON-CONTACT TYPE</u>	<b>01 Number</b>
<b>2.</b>	ONE SET OF SPARE PARTS OF DISPENSING JET(S) AND SPRAY JET	<b>01 Set</b>

**HLL Lifecare Limited**  
**(A Government of India Enterprise)**  
**Plot.No. 71, Sector – 7, IMT,**  
**MANESAR, GURGAON**  
**HARYANA, PIN-122050**

**SECTION-III**

**TENDER ENQUIRY NO: HLL/MFG/PUR/R.DISPENSER/1/2014-15**

Schedule- A      Page 2 of 3

**REAGENT DISPENSER (NON-CONTACT TYPE)**

**Technical Specifications:**

1. Quantitative, Non-Contact type i.e. the coating jet/ spraying jet should not come into direct contact of the coating matrix like nitrocellulose etc.
- 2a. Should have provision of coating/dispensing of aqueous reagents like antibody/antigen solution on coating matrix like nitrocellulose etc. through a non- contact dispenser head along with attached reagent storage system.
- 2b. Should have provision of spraying of colloidal particles /viscous solution like gold – antibody conjugate on matrix like glass fiber membrane through a non- contact spray / dispenser head along with attached reagent storage system.
3. Should have at least three coating head for aqueous solution like antigen/antibody solutions and at least one spraying head for colloidal particles/viscous solutions. All the four heads should be capable of working simultaneously as well as independent of each other.
4. The coating head/ spray jet should be static and there should be provision for continuous feeding of coating matrix/laminate etc.
5. Should be controlled digitally. The digital controller should be capable of setting variable dispensing rate. The dispensing rate shall be varying from 0.01µl/mm to 10 µl/mm on volume basis or 10 to 300 mm /sec on the laminate coverage basis.
6. The Dispenser platform should have provision to accommodate the matrix / laminate up to 500 mm in length and 120 mm in width.
7. There should be provision to adjust the distance among different dispenser head with minimum adjustable distance of 5mm.
8. Power supply: 220VAC; 50 Hz



9. should be supported with a certificate confirming that the machine/ equipment / product/ process being offered by you is environment friendly, i.e. it is non-hazardous to the environment in respect of Pollution, Noise level etc.

NOTE:-

1. The tenderer should provide a list of essential spare parts as well as regular consumables for the quoted machines.
2. The quoted tender price should include price of one set of standard spares as provided in point no.1.
3. Beside the main price quote, the tenderer should quote separately the standard price for future procurement of spare parts which should be valid for 1 year.
4. Should include installation (Design Qualification, Installation Qualification, Operational Qualification and Performance Qualification) and In Plant training to the staff.
5. Should include Training Manual including equipment preventive maintenance and list of spare parts etc.

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**TENDER ENQUIRY NO: HLL/MFG/PUR/R.DISPENSER/1/2014-15**

**Schedule- A Page 3 of 3**

**Quality Control Requirements**

(Proforma for equipment and quality control employed by the manufacturer)

Note: All the following details shall relate to the manufacturer for the goods quoted for.

**01 Name of the manufacturer**

**02 Plant and machinery details**

**03 Total annual turn-over (value in INR / USD)**

**04 Quality Control details**

- a. for incoming and bought-out components
- b. for process control
- c. for final product evaluation

**05. Test certificate held**

- a . type test
- b . BIS/ISO certification
- c . any other

**06 Details of staff**

- a. technical
- b skilled
- c unskilled

**Signature and seal of the Tenderer**

**HLL Lifecare Limited  
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**TENDER ENQUIRY NO: HLL/MFG/PUR/R.DISPENSER/1/2014-15**

**Schedule-B**

**Minimum Eligibility / Qualification Criteria**

01. The Tenderer must be a Manufacturer or its authorized Agent.
02. (a) The manufacturer should have supplied and installed in 03 years from the date of Tender Opening at least 5 nos. of quoted equipment matching with tender specifications which is functioning satisfactorily. The foreign Manufacturer satisfying the above criteria should also have supplied and installed in 03 years from the date of Tender Opening at least 5 nos. of quoted equipment which is functioning satisfactorily anywhere outside the country of manufacture.
02. (b) The Tenderers quoting as authorized representative of the manufacturer meeting the above criteria 02 (a) should have supplied and installed in last 03 years from the date of Tender Opening, 03 nos. of quoted equipment matching with tender specifications or similar equipments which are functioning satisfactorily, anywhere in India, of any make.
03. The tenderer should have strong technical back up for executing the work as per tender requirements supported with performance certificate(s) for successful supplying , installing, testing, commissioning and after sale service AMC/ CMC etc.
04. The duly signed acceptance form conforming that all terms & conditions and technical specifications are understood by the bidder and Certificate that bid is in total conformity with the specifications and terms and conditions mentioned in the bid document and certificate on the period of validity (sheet enclosed) should be given.

Note

1. In support of 2 (a) & 2 (b), the Tenderer shall furnish Performance statement in the enclosed Schedule 'H'. The manufacturer as well as the Tenderer/ Indian Agent shall furnish Satisfactory Performance Certificate in respect of above, duly translated in English and duly notarized in the country of origin, along with the tender.
2. The Tenderer shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial and supported by relevant documents issued by Competent Authority and 03 years annual report/balance sheet and profit & loss account certified by the Chartered accountant or equivalent authority in case of foreign bidders) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Tenderer shall also furnish details of Equipment and Quality Control.

3. The Tenderer shall have to provide a certificate confirming that the machine/ equipment / product/ process being offered by you is environment friendly, i.e. it is non-hazardous to the environment.

4. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.

5. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.

6. HLL does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part without assigning any reason for doing so.

**PLACE:**

**Signature**

**DATE:**

**Name & Address of the Bidder with Seal**

**HLL Lifecare Limited**  
**Plot. No. 71, Sector – 7, IMT,**  
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**HARYANA, PIN-122050**

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**Schedule-C**

**Manufacturer /Supplier Details for Minimum Eligibility / Qualification Criteria**

(The information provided shall be supported with authentic documents.)

1. Name of Organization :
1. (a) Are you a manufacturer : Yes/No
- (b) Are you an authorized agent : Yes/No
- (c) In case of Manufacture's authorized agent following document from the principal should have to be enclosed
- i Letter conforming the agency from the manufacturer valid for .....
- ii Letter from the manufacturer that they also Agree to abide by all the terms and conditions of this tender
2. What is your annual production /process capacity? :
3. Do you have in house testing facility to check Equipment parameters as per tender specifications? : Yes/No

All information provided herein is true and correct.

Place  
Date

Name and Signature of the Applicant  
(With official Seal)

**HLL Lifecare Limited  
Plot. No. 71, Sector – 7, IMT,  
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**Schedule-D**

**QUESTIONNAIRE**

**General information of the manufacturer / supplier**

(The information provided shall be supported with authentic documents.)

1. Name & Address of the manufacturer/ Supplier  
with  
(a) Telephone No./Mob.No.  
(b) Fax No.  
(c) E-mail Address  
(d) Name of contact person  
(e) Whether proprietary/partnership /Limited company.
2. What is your Annual Turn Over during the :  
last 3 years?
3. How many years have you been in the :  
business of manufacturing/selling?
4. What would be the minimum period :  
Required to deliver the ordered quantity  
from the date of confirmed purchase  
order?
5. What is your :-  
CST No.  
VAT No.  
TIN No.  
PAN No.
6. Name & Full address of your Banker
7. Please furnish your performance statement in the  
prescribed form (**Schedule H**)

All information provided herein is true and correct.

Place  
Date

Name and Signature of the Applicant  
(With official Seal)

**HLL Lifecare Limited  
Plot. No. 71, Sector – 7, IMT,  
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**TENDER ENQUIRY NO: HLL/MFG/PUR/R.DISPENSER/1/2014-15**

**Schedule-E**

**ACCEPTANCE FORM**

To be submitted in the letter head of the firm indicating full name and address, telephone & fax numbers etc.

**From:**

**To  
UNIT CHIEF  
HLL LIFECARE LTD  
Plot No-71, Sector-07, IMT Manesar  
Gurgaon, Haryana, PIN- 122050**

Dear Sir,

I/We, hereby offer to supply/install/test/commission the Reagent Dispenser as detailed in schedule hereto or such portion thereof as you may specify in the acceptance of Bid at the price given in the price bid and agree to hold this offer open for one year from the date of bid opening prescribed by the Purchaser.

I/We have understood the terms and conditions mentioned in the invitation for bid and Conditions of Contract furnished by you and have thoroughly examined the specifications quoted in the bid document hereto and are fully aware of the nature of the scope of work required and my/our offer is to comply strictly in accordance with the requirement and the terms and conditions mentioned above.

**Yours faithfully,**

**SIGNATURE OF THE BIDDER WITH SEAL**

**HLL Lifecare Limited**  
**Plot. No. 71, Sector – 7, IMT,**  
**MANESAR, GURGAON**  
**HARYANA, PIN-122050**

**TENDER ENQUIRY NO: HLL/MFG/PUR/R.DISPENSER/1/2014-15**

**Schedule-F, Page 1 of 6**

**Terms and conditions**

- 1) The tender should be complete in all respects; incomplete tender are liable to be rejected without any further correspondence.
- 2) Unsealed tenders received are liable to be rejected and this will be at the sole risk of the tenderers.
- 3) Quotation should be sent by Courier or submitted in personal at our office during working hours in a sealed cover super scribed with enquiry Reference/no. and date of opening. The quotations received after due date will not be considered.
- 4) The bidders should submit both Technical bid and Price bid separately.
- 5) The Price Bid of those Tenderers who qualify in the Technical Bid only will be opened. The Price bids of Tenderers who do not qualify will be returned unopened.
- 6) The date & time of opening the Price Bid and the address to which the communication is to be sent will be intimated separately.
- 7) PRICE SCHEDULE  
Prices shall be quoted as per the format enclosed as Annexure-I. Offers with price variation clause will not be accepted and the rates quoted in ambiguous terms such as “freight on actual basis” or “taxes as applicable extra” or “packing forwarding extra” will render the bid liable for rejection. Price will remain firm and fixed for all supply orders placed during the currency of Rate Contract.
- 8) PRICE VALIDITY:  
The quoted price shall be valid for a period of one year from the date of the price bid opening. The bidders are bound to supply against the supply orders placed during the validity of the rate contract. The price validity may be extended further, if agreed upon by both the purchaser and the supplier.
- 9) Period of validity of tender: The tender will remain open for acceptance for 120 days from the date of opening of tender and rate quoted shall be confirm and valid for a period of one year from the date of the price bid opening.



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**Schedule-F, Page 2 of 6**

**Terms and conditions**

**10) DELIVERY/COMPLETION PERIOD**

Time being the essence of the Contract, the delivery and completion period stipulated should be strictly adhered to. The Supplier should supply, install, test and commission the Reagent Dispenser as per the Contract within 1 month from the date of award of contract.

Delivery of the equipment shall be made by the supplier in accordance with the terms specified by the purchaser in the notification of award.

**11) LIQUIDATED DAMAGES**

If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the bills of the supplier, liquidated damages, at the rate of a sum equivalent to 0.5% of the contract price of the delayed goods for each week of delay or part thereof until actual delivery up to a maximum of 7.5% of the contract price. The purchaser may consider termination of the contract without any further notice to the supplier if the liquidated damages have reached the maximum limit of 7.5% as above.

**12) TERMINATION OF CONTRACTS:**

(i) In case, after issue of a confirm order, the successful tender fails to supply the item as per the specified quality and the required quantity according to the delivery Schedule as given in Supply order ,and even fails to complete the supply within the extended period if any given in writing by HLL Lifecare Limited ,Manesar, will be within HLL,s full right to terminate the contract by giving a notice of 21 days in writing sent by registered Courier to the address given in the tender submitted or to any other address which may be recorded in the office at the request of the tenderer. The period of 21 days will be counted from the date of issue of the notice.

(ii) HLL Lifecare Limited, Manesar reserves the right to terminate the contract without assigning any reason by giving a notice of 30 days to the successful tenderer by registered post to the address given in the tender submitted, or to any other address which may be recorded in the office at the request of the tenderer. The period of 30 days will be counted from the date of dispatch of the notice. In such case, the security deposit of the successful tenderer will be refunded soon on getting demand from the tenderer. The HLL Lifecare Limited will not be liable for payment of any compensation for any loss that the contractor may be put to or alleged to have been put to on account of such termination.

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**Schedule-F, Page 3 of 6**

**Terms and conditions**

(iii) In case notice sent by registered post / courier to the address recorded in the office as per clause 11 (i) &(ii) is returned undelivered with the remark addressee not found or addressee refused to accept, the notice shall be deemed to have been served and the termination will automatically take effect from the 31st day of dispatch of the notice.

(iv) HLL Lifecare Limited will have the full right to reject any or all the tenders without assigning any reason whatsoever.

**13. TERMINATION FOR INSOLVENCY**

If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser/Consignee.

**14 SEALING AND MARKING OF BIDS:**

The Bidders shall seal the bids in a separate envelopes duly marking the envelopes, separately as (i) Techno-commercial/Technical Bid (unpriced) along with the Bid Security/EMD amount (ii) Price Bid (Annexure-I) and these two envelopes enclosed in another sealed outer envelope duly marked.

15. HLL Lifecare Limited shall not be responsible if the bids are delivered elsewhere.

**16. RELEASE OF PURCHASE ORDER**

The purchaser may consider placement of a purchase order for commercial supplies on those bidder(s), whose offers have been found technically, commercially and financially acceptable and whose product(s) have been found proven as per the vendor development protocol.

17. During the period of contract, if so desired by the purchaser, the vendor(s) premises shall be visited by the purchaser for inspection/evaluation.

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**Schedule-F, Page 4 of 6**

**Terms and conditions**

**18. Payment –**

-Ninety (90) % of the net DDP price of the goods shipped shall be paid on acceptance of the goods by the purchaser within 30days and the same through irrevocable, non- transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country in case of foreign supplier/manufacturer.

-Balance payment of 10 % of net DPP price of goods would be made from the date of goods acceptance within 60 Days and same through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any in case of foreign supplier/manufacturer.

**19. PERFORMANCE SECURITY**

Suppliers shall have to furnish a performance security of 10% of the value of the supply order which will be indicated therein and payable in Bank Guarantee as per Annexure – II (valid 1 Year from the date of successful commissioning) or demand draft in favour of HLL Lifecare Limited, payable at New Delhi within 15 days of issue of the supply order failing which the supply order will be with drawn and the Rate Contract shall be cancelled at the risk and cost of the supplier.

If the supplier fails to adhere to any of this obligation under the contract, the purchaser reserves the right to forfeit the performance security deposited by the supplier or invoke the Bank Guarantee and forfeit the amount.

**20. INSURANCE**

The goods supplied under the contract, shall be fully insured by the supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

**21. PACKING AND FORWARDING**

The supplier shall provide such packing of the goods as is required to prevent damage or deterioration during transit to site. The packing shall be sufficient to withstand, without limitation, rough handling during transit and open storage.

**22. TRANSPORTATION**

Bidders are required to supply the goods at our factory premises IMT Manesar Gurgaon. The freight, Insurance and packing and forwarding charges are to be included in the rate schedule.

**HLL Lifecare Limited**  
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**Schedule-F, Page 5 of 6**

**Terms and Conditions**

**23. RESOLUTION OF DISPUTES:**

23.1 Any disputes or difference whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach there of shall be settled by arbitration in accordance with the rules of arbitration of India Council of Arbitration and the award in pursuance there of shall be binding on the parties” in case the matter is referred for arbitration.

23.2 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.

23.3 Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., New Delhi, India

24. Applicable Law: The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

**25. Warranty: One year**

The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.

- i) This warranty shall remain valid for one year in general, after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination at HLL MFG, IMT, Manesar, Gurgaon (Haryana) and accepted by the Purchaser/Consignee in terms of the contract.
  - a. No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
  - b. Replacement and repair will be under taken for the defective goods by the tenderer.
  - c. Proper marking has to be made for all spares for identification like printing of installation and repair dates.

**ii.** In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of one year from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.

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**Schedule-F, Page 6 of 6**

**Terms and conditions**

**26. Training**

Supplier shall provide training to a team of HLL personnel for operation, setting of parameters and maintenance of Machine at HLL or at firm's premises.

**27. Technical Documents**

Supplier shall furnish the following documents to the Purchaser, free of cost, in three numbers of copies.

- a. Instruction/Testing/Operation/Service manual, lubrication charts, load-bearing details etc.
- b. Elaborated list of spare parts
- c. Copies of all final drawings – electrical, mechanical & P I Diagram.
- d. Relevant Test Certificates (DQ,OQ, PQ,IQ), Guarantee Certificate for each item of Reagent Dispenser.
- e. Catalogue and literature on bought outs
- f. Any other related documents.

**28.** There will not be any post tender negotiation except with the first lowest responsive bidder.

**29. Patent Rights**

29.1 The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

We have read and understood the above conditions and agree to abide by the same.

Place  
Date

Name and Signature of the Applicant  
(With official Seal)

**HLL Lifecare Limited  
Plot. No. 71, Sector – 7, IMT,  
MANESAR, GURGAON  
HARYANA, PIN-122050**

**TENDER ENQUIRY NO: HLL/MFG/PUR/R.DISPENSER/1/2014-15**

**Schedule-G**

**INDEMNITY CLAUSE**

If the supplier fails to execute the order within the time prescribed for the delivery of goods ordered or violates or infringes the existing rates as agreed to as mentioned in the supply order, the supplier shall and will indemnify the company against all losses or damages whatsoever to be incurred or sustained including the legal cost or expenses incurred by the company by reason of non-delivery of goods at agreed quantity and rate within the time specified in the supply order. The company will initiate legal action if the supplier fails to execute the supply order as per the schedule in the supply order for the actual loss suffered. No quantity tolerance will be permitted in this regard unless otherwise prior approvals taken by the company before dispatching any excess quantity supplied which shall be returned back on freight to pay basis at the risk of the supplier. Responsiveness of the Bid shall be the discretion of HLL.

The supplier shall have no right to change the quantity stipulated in the supply order.

Bid pronounced Non responsive by HLL shall be summarily rejected.

The decision of HLL will be final and no correspondence of this shall be entertained

We have read and understood the above conditions and agree to abide by the same

Place  
Date

Name and Signature of the Applicant  
(With official Seal)

**HLL Lifecare Limited**  
**(A Government of India Enterprise)**  
**Plot.No. 71, Sector – 7, IMT,**  
**MANESAR, GURGAON**  
**HARYANA, PIN-122050**

**TENDER ENQUIRY NO: HLL/MFG/PUR/R.DISPENSER/1/2014-15**

**Schedule-H**

**Performance Statement**

**(Performa for Performance Statement (for a period of last three years))**

Name of item offered \_\_\_\_\_ Date of Opening \_\_\_\_\_ Time  
 \_\_\_\_\_ Hours \_\_\_\_\_

Name of the Firm \_\_\_\_\_

Order placed by (full name and address of purchaser)	Order No and date	Description and quantity of ordered stores	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the stores been satisfactorily Supplied?	Attach a certificate from the Purchaser/Consignee)
				As per Contract	Actual			
1	2	3	4	5		6	7	8

**Signature and seal of the bidder**

\*The certificate must incorporate a cross reference of order No: date and value of the total order confirming supply and acceptance of stores by the purchaser/consignee to their entire satisfaction

**HLL Lifecare Limited  
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**TENDER ENQUIRY NO: HLL/MFG/PUR/R.DISPENSER/1/2014-15**

**Schedule-I**

**CERTIFICATE**

I/we hereby certify that the information given with this bidding document is correct. If, at any stage, it is found to be incorrect, I/we understand that the contract will be liable to be terminated and action could be taken against me/us by the Company for damages.

**SIGNATURE(S) OF BIDDER WITH SEAL**

**(To be submitted in the letter pad of the firm indicating full name and address, telephone & fax numbers etc.)**



**HLL Lifecare Limited**  
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**TENDER ENQUIRY NO: HLL/MFG/PUR/R.DISPENSER/1/2014-15**

**IV- TENDER FORM**

---

**Tender No. : HLL/MFG/PUR/R.DISPENSER/1/2014-15**

**Date:**

To

Unit Chief,  
HLL Lifecare Limited  
Plot No. 71, Sector – 7, IMT,  
MANESAR, GURGAON  
HARYANA, PIN -122051

Ref. : Your TE document No. \_\_\_\_\_ dated \_\_\_\_\_

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. \_\_\_\_\_, dated \_\_\_\_\_ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver \_\_\_\_\_ (Description of goods and services) in conformity with your above referred document.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form as per tender clause in Schedule F for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the General Instructions to Bidders in clause 17, read with modification, if any, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any

---

(Signature with date)

(Name and designation) Duly authorized to sign tender for and on behalf of

**HLL Lifecare Limited**  
**(A Government of India Enterprise)**  
**Plot.No. 71, Sector – 7, IMT,**  
**MANESAR, GURGAON**  
**HARYANA, PIN-122050**

**TENDER ENQUIRY NO: HLL/MFG/PUR/R.DISPENSER/1/2014-15**

**V: RATE CONTRACT FORM - A**

**Tender No. : HLL/MFG/PUR/R.DISPENSER/1/2014-15**

Full name and address of the Tenderer, in addition to Post Box No., if any, should be quoted in all communications to this office
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Contractor's Telegraphic  
Address.....  
Telephone No.....  
Code used.....

From:-

.....  
.....  
.....  
.....

To,

Unit Chief,

HLL Lifecare Limited

Plot No. 71, Sector – 7, IMT,  
MANESAR, GURGAON  
HARYANA -122051

Dear Sir,

- 1. I/We hereby offer to supply the stores detailed in the schedule hereto or such portion thereof as you may specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open till,..... I/We shall be bound by a communication of acceptance within the prescribed time.**
- 2. I/We have understood the instructions to Tenderers in the booklet, Conditions of Contract and have thoroughly examined the specification quoted in the schedule hereto and am are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements.**

Yours faithfully (\*Signature of Tenderer)

Name and Address.....

Dated.....

**Signature of Witness.....**

**Name and Address.....**

**HLL Lifecare Limited**  
**(A Government of India Enterprise)**  
**Plot.No. 71, Sector – 7, IMT,**  
**MANESAR, GURGAON**  
**HARYANA, PIN-122050**

**TENDER ENQUIRY NO: HLL/MFG/PUR/R.DISPENSER/1/2014-15**

**VI- RATE CONTRACT FORM -B**

**Tender No. : HLL/MFG/PUR/R.DISPENSER/1/2014-15**

From:-

.....  
.....  
.....  
.....

To

Unit Chief,  
HLL Lifecare Limited  
Plot No. 71, Sector – 7, IMT,  
MANESAR, GURGAON  
HARYANA -122051

Dear Sir,

1. I/We hereby offer to supply the stores detailed in the schedule(s) annexed or such portion thereof as you may determine in strict accordance with the Conditions of Contract referred to and specification(s) and details mentioned at the price(s) quoted in the said Schedule(s) the delivery terms during the period being as stated therein.
  
2. I/We undertake that this offer shall not be retracted or withdrawn for and during..... Days from the date on which the tender is to be opened but may be bound by a communication of acceptance dispatched within the prescribed time.
  
3. In the event of our tender being accepted, I/we hereby authorize Shri..... as my/our bankers/agents in India to receive payment and declare that payment to them will be completed and final acquittance.

Yours faithfully

(Signature of Tenderer)

Address.....

Dated.....

**HLL Lifecare Limited**  
**(A Government of India Enterprise)**  
**Plot.No. 71, Sector – 7, IMT,**  
**MANESAR, GURGAON**  
**HARYANA, PIN-122050**

**TENDER ENQUIRY NO: HLL/MFG/PUR/R.DISPENSER/1/2014-15**

**VII- MANUFACTURER'S AUTHORISATION FORM**

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To,  
Unit Chief  
HLL Lifecare Limited  
Plot No 71, Sector 7, IMT, Manesar, Gurgaon (Haryana state), India  
Pin Code 122051

Dear Sir,

Ref. Your TE document No \_\_\_\_\_, dated \_\_\_\_\_

We, \_\_\_\_\_ who are proven and reputable manufacturers of \_\_\_\_\_ (name and description of the goods offered in the tender) having factories at \_\_\_\_\_, hereby authorise Messrs \_\_\_\_\_ (name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. \_\_\_\_\_ (name and address of the above agent) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

**We also hereby extend our full warranty as of the Terms and Conditions of Contract**, read with modification, if any, for the goods and services offered for supply by the above firm against this TE document.

Yours faithfully,

---

[Signature with date, name and designation]  
for and on behalf of Messrs \_\_\_\_\_

[Name & address of the manufacturers]

- Note: 1. This letter of authorisation should be on the letterhead of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.  
2. Original letter may be sent.

**HLL Lifecare Limited**  
**(A Government of India Enterprise)**  
**Plot.No. 71, Sector – 7, IMT,**  
**MANESAR, GURGAON**  
**HARYANA, PIN-122050**

**TENDER ENQUIRY NO: HLL/MFG/PUR/R.DISPENSER/1/2014-15**

**VIII- PRICE SCHEDULE FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF REAGENT DISPENSER AS UNDER:**

**Annexure-I**

1	2	3	4	5											
				Price per unit (Currency INR/ USD)											
Item Sl. No.	Brief Description of Goods (with make & model)	Country of Origin	Quantity (Nos.)	Gross FOB price at sea/air port of Lading (inclusive of Agency Commission) (a)	Amount and percentage of Agency Commission ** (b)	Net FOB (excluding Agency Commission) c=(a-b)	Insurance & Freight (d)	Net CIP by Air/ Sea at the port of entry e=(c+d)	Custom Duty amount as % of Net CIP with CDEC applicable (f)**	Custom Clearance & Handling Charges (g)**	Loading/ Unloading, inland transportation, insurance & incidental cost up to purchaser/ consignee site (h)**	Incidental Services, if any (i)**	Unit price on DDP basis at consignee's site		
													In foreign currency	In Indian Rupees	
1.	Reagent Dispenser <b><u>Non-Contact Type</u></b>		01 no.												
2.	1 set of spare parts		01 set												

Total price at Consignee's site

In Indian Rupees / US Dollars : \_\_\_\_\_ (In figures and words)

**Note: -**

1. The Tenderer will be fully responsible for the safe arrival of the goods at the consignee site in good condition as per terms of contract.
2. The bidders break up of prices under various columns is for comparison of prices up to delivery of goods at consignee's site for tender evaluation.
3. The quoted price should be supported with original proforma invoice from the foreign manufacturers. The proforma invoice should indicate the percentage of agency commission included in the FOB prices.
4. All the components of the DDP price will be paid by the tenderer. The purchaser will make the payment of DDP price after receipt of goods at consignee's site in good condition as per payment terms in the contract.
5. The prices quoted in foreign currency shall be converted in Rupees at the selling rate of exchange applicable on the date of tender opening.
6. The decision of HLL will be final and no correspondence on this shall be entertained.
7. The column not relevant shall be marked Not Applicable (N.A.).

**Place:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Business address:** \_\_\_\_\_

**Signature of Tenderer** \_\_\_\_\_

**Seal of Tenderer** \_\_\_\_\_

**HLL Lifecare Limited**  
**(A Government of India Enterprise)**  
**Plot. No. 71, Sector – 7, IMT,**  
**MANESAR, GURGAON, HARYANA, PIN-122050**  
**TENDER ENQUIRY NO: HLL/MFG/PUR/R.DISPENSER/1/2014-15**

**IX- PERFORMANCE SECURITY FORM (BANK GUARANTEE)**

**Annexure -II**

**To**  
**Unit Chief,**  
**HLL Lifecrae Limited**  
**Plot. No. 71, Sector – 7, IMT,**  
**MANESAR, GURGAON**  
**HARYANA, PIN-122050**  
**PHONE: 0124-4030949**  
**FAX: 0124-4030949**

WHEREEAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no .....dated.....2014 to Supply (description of goods and services) (hereinafter called "the contract")

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish a bank guarantee from a reputed scheduled commercial bank for the sum specified therein as security for compliance with its obligations in accordance with the contract:

AND WHEREAS we have agreed to issue such a bank guarantee in favour of M/s. HLL Lifecare Ltd:

NOW THEREFORE we here by affirm that we are guarantors and responsible to you on behalf of the supplier, up to a total of ..... (amount of the guarantee in words and figures), such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or it show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of our demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid for up to ( ) from the completion of contractual obligations by the supplier.

Signature and seal of the guarantor

Place:

Date: